

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Giovanni Moss, Director, Housing and Community Development,  
954-797-1226

**PREPARED BY:** Burton Spiwak, Programs Specialist, Housing and Community  
Development

**SUBJECT:** Resolution authorizing the Mayor to execute an agreement with  
Inner Urban Asset Management of Ft. Lauderdale, LLC for acquisition, rehabilitation and  
rental services to lower income households.

**AFFECTED DISTRICT:** Town Wide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF  
DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH INNER URBAN ASSET MANAGEMENT OF FT. LAUDERDALE, LLC TO  
PROVIDE ACQUISITION, REHABILITATION, AND RENTAL HOUSING  
SERVICES UNDER THE TOWN'S NEIGHBORHOOD STABILIZATION PROGRAM  
(NSP) AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** On April 1, 2009, the Town Council approved Resolution R-2009-71 authorizing the Mayor to execute and submit an Application in the amount of \$2,316,292 and Housing Assistance Plan to the State Department of Community Affairs (DCA) for the Neighborhood Stabilization Program. The budget amendment was approved by Ordinance 2009-13 on May 20, 2009, which approved the funding for the NSP Program. Under the DCA's Neighborhood Stabilization Program the Town of Davie is required to utilize 25% of the NSP grant funds for acquisition, rehabilitation and rental to lower income households. An independent agency is needed to provide for the acquisition, rehabilitation, and rental services of dwellings to lower income households under the Town's Neighborhood Stabilization Program. On March 3, 2010, by Resolution No. R-2010-49, the Town Council approved the selection of Inner Urban Asset Management of Ft. Lauderdale, LLC to provide for the acquisition, rehabilitation, and rental services to lower income households under the NSP Program. Section 1 of Resolution No. R-2010-49 authorized the Town Administrator or his designee to

negotiate an agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC or should no agreement be reached, then the Town Administrator or his designee was authorized to re-advertise for the subject services. As a part of this Resolution and due to the time constraints for the expenditure of the NSP funds the Town Administrator shall be authorized to amend the agreement if requested by DCA, for changes that do not significantly affect the purpose, budget or intent of the agreement.

**PREVIOUS ACTIONS:** Resolution R-2009-71 approved on April 1, 2009 authorizing the Mayor to execute an Application and Housing Assistance Plan requesting \$2,316,292 in NSP funds; Ordinance 2009-13, approved on May 20, 2009 approved the budget amendment providing the funding for the NSP Program; Resolution R-2010-49, approved March 3, 2010 authorized the Town Administrator or his designee to negotiate an agreement between the Town and Inner Urban Asset Management of Ft. Lauderdale, LLC

**CONCURRENCES:**

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$600,724

Account name and number: NSP Contractual Services - 011-1607-554-03.06

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Agreement, Scope of Work

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH INNER URBAN ASSET MANAGEMENT OF FT. LAUDERDALE, LLC TO PROVIDE ACQUISITION, REHABILITATION, AND RENTAL HOUSING SERVICES UNDER THE TOWN'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 1, 2009, by Resolution No. R-2009-71, the Davie Town Council authorized the Mayor to execute and submit an Application in the amount of \$2,316,292 and Housing Assistance Plan to the State Department of Community Affairs (DCA) for the Neighborhood Stabilization Program; and

WHEREAS, on May 20, 2009, the Town Council approved a budget amendment by Ordinance 2009-13 which provided funding under the NSP Program; and

WHEREAS, under the DCA's Neighborhood Stabilization Program the Town of Davie is required to utilize 25% of the NSP grant funds for acquisition, rehabilitation, and rental housing services to households below 50% of the Area Median Income (AMI); and

WHEREAS, an independent agency is needed to provide for the acquisition, rehabilitation and rental of dwellings to lower income households under the Town's Neighborhood Stabilization Program; and

WHEREAS, on March 3, 2010, by Resolution No. R-2010-49, the Town Council approved the selection of Inner Urban Asset Management of Ft. Lauderdale, LLC to provide for the acquisition, rehabilitation, and rental housing services to households below 50% of the Area Median Income (AMI) under the NSP Program; and

WHEREAS, Section 1 of Resolution No. R-2010-49 authorized the Town Administrator or his designee to negotiate an agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC or should no agreement be reached, then the Town Administrator or his designee was authorized to re-advertise for the subject services; and

WHEREAS, in addition and due to the time constraints for expenditure of the NSP funds the Town Administrator shall be authorized to amend the agreement if requested by DCA, for changes that do not significantly affect the purpose, budget or intent of the agreement; and

WHEREAS, an agreement between the Town and Inner Urban Asset Management of Ft. Lauderdale, LLC has been negotiated and the Town of Davie believes that such an agreement will be beneficial to all parties and will result in great benefit to the residents of the Town of Davie; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or her designee is hereby authorized to execute the Agreement between the Town of Davie and Inner Urban Asset Management of Ft. Lauderdale, LLC to provide acquisition, rehabilitation, and rental services to households below 50% of the Area Median Income (AMI) under the Town's Neighborhood Stabilization Program.

SECTION 2. The Town Administrator is hereby authorized to amend the agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC if requested by DCA, for changes that do not significantly affect the purpose, budget or intent of the agreement.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

**NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**DEVELOPER'S AGREEMENT**

**BETWEEN**

**THE TOWN OF DAVIE**

**AND**

**INNER URBAN ASSET MANAGEMENT OF FT. LAUDERDALE,  
LLC.**

**FOR**

**PURCHASE, REHABILITATION, AND RENTAL OF FORECLOSED  
PROPERTIES TO INDIVIDUALS AND FAMILIES WITH INCOMES  
NOT EXCEEDING 120 PERCENT OF THE AREA MEDIAN  
INCOME**

**2010**

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**DEVELOPER'S AGREEMENT  
BETWEEN TOWN OF DAVIE AND  
INNER URBAN ASSET MANAGEMENT OF FT. LAUDERDALE,  
LLC.**

This Agreement is made and entered in this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the Council of the Town of Davie, a Political Subdivision of the State of Florida, hereafter referred to as "TOWN", and Inner Urban Asset Management of Ft. Lauderdale, LLC. a for profit Housing Organization, hereafter referred to as "DEVELOPER"

WITNESSETH:

WHEREAS, TOWN has been awarded a Neighborhood Stabilization Program Community Development Block Grant (CDBG) Contract #10DB-4X-11-16-02-F08, from the Department of Community Affairs (DCA), hereafter referred to as "DEPARTMENT", which provides for the purchase, rehabilitation, administration, and sale of foreclosed properties to eligible very low, low and moderate income families; and

WHEREAS, said Grant allows TOWN to contract with local for profit housing organizations to administer and implement projects that are eligible for Neighborhood Stabilization Program CDBG funding; and

WHEREAS, it is in the best interest of TOWN to enter into a special Agreement with DEVELOPER for the implementation of a portion of said Grant; and

WHEREAS, DEVELOPER meets NSP solicitation requirements that DEVELOPER has experience providing rental housing to eligible very low, low and moderate income families; and

WHEREAS, TOWN wishes to engage the services of DEVELOPER to implement a portion of the Neighborhood Stabilization Program Community Development Block Grant for purchase, rehabilitation, and rental of foreclosed properties; and

WHEREAS, on December \_\_, 2009, the TOWN issued a Request for Proposals (RFP) for qualified housing developers to purchase foreclosed and/or abandoned residential units in the Town of Davie, maintain the housing units during rehabilitation, obtain sufficient information from applicants to allow the TOWN to qualify potential tenants, and maintain and manage the rental of the affordable housing units in compliance with all the rules required by NSP1 and administered by the State of Florida's NSP1 Substantial Amendment; and

WHEREAS, on January \_\_, 2010, only one (1) application was received in response to the RFP, the only application received was from Developer and DEVELOPER's application was deemed responsive to carry out the purchase, rehabilitation, and rental activity; and

WHEREAS, DEVELOPER has agreed to utilize up to \$600,724.00 in Neighborhood Stabilization Program CDBG funds to acquire, rehabilitate, and accept title to and manage the rental of a minimum of three housing units; and

WHEREAS, DEVELOPER has agreed that all of the funding included in the proposed activity must benefit households with household incomes not exceeding 50 percent of the Area Median Income; and

WHEREAS, this Agreement is contingent upon the award of Neighborhood Stabilization Program Community Development Block Funds from DEPARTMENT.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

### **ARTICLE I – PROJECT DESCRIPTION**

- 1.1 DEVELOPER agrees to implement the Scope of Services described in detail in Appendix A & B.

### **ARTICLE II – DISBURSEMENTS**

- 2.1 TOWN agrees to coordinate with DEVELOPER to expend no more than \$600,724.00 in Neighborhood Stabilization Program Community Development Block Grant (CDBG) funds, as outlined in Appendix F, Budget

### **ARTICLE III – RECORDKEEPING**

- 3.1 As applicable, DEVELOPER's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations."
- 3.2 DEVELOPER shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report, described in Section V of this Agreement, is issued, and shall allow DEPARTMENT or its designee, the State Chief Financial Officer or the State Auditor General, access to the records upon request. DEVELOPER shall ensure that audit working papers are available to DEPARTMENT or its designee, the State Chief Financial Officer or the State Auditor General, upon request for a period of six years from the date the audit report is issued, unless extended in writing by DEPARTMENT. The six year period may be extended for the following exceptions:

- a. If any litigation, claim or audit is started before the six year period expires and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - b. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
  - c. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.
- 3.3 DEVELOPER shall maintain all records for DEVELOPER and for all subcontractors or consultants who contract with the DEVELOPER for goods or services which are to be paid through the DEVELOPER from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Services - Appendix A and the Budget -Appendix F and all other applicable laws and regulations.
- 3.4 DEVELOPER, its employees or agents, including all subcontractors or consultants who contract with the DEVELOPER for goods or services which are to be paid through the DEVELOPER from funds provided under this Agreement, shall allow access to its records related to all funds provided under this Agreement at reasonable times to DEPARTMENT, its employees, and agents. "Reasonable" shall ordinarily mean during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by DEPARTMENT and/or TOWN.

#### **ARTICLE IV – REPORTING**

- 4.1 DEVELOPER shall provide TOWN with monthly reports, during the period the DCA NSP Agreement is opened. The reports shall include information on all activities for which DEVELOPER is receiving funding. The reports shall include a narrative summary of progress and a financial statement on DEVELOPER expenditures for which DEVELOPER has contracted and the vendor has not received payment or DEVELOPER has not received reimbursement for payment to the vendor from the TOWN during the reporting period. Reports may be submitted on the report form attached to this Agreement, Appendix K, or on another format containing the same information as found in Appendix K. Reports are due on the fifth day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this Agreement and continue until all information concerning the project has been received by TOWN for close-out.

- 4.2 DEVELOPER shall provide the Town of Davie Housing and Community Development Department with additional program information as requested.
- 4.3 The grant close-out report is due to TOWN 30 days after termination of this Agreement or 30 days after completion of the strategies contained in this Agreement, whichever first occurs.
- 4.4 If all required reports and copies are not submitted to TOWN or are not completed in a manner acceptable to TOWN, TOWN may withhold further payments until they are completed or may take other action as stated in Paragraph 7.2-B REMEDIES. "Acceptable to TOWN" means that the work product was completed in accordance with the Appendix A, Scope of Services, and Appendix F, Budget.
- 4.5 DEVELOPER shall provide additional program updates or information that may be required by DEPARTMENT and/or TOWN.
- 4.6 DEVELOPER shall provide additional reporting information required to complete the reports identified in Appendices J, K, and L.
- 4.7 DEVELOPER shall submit to TOWN complete financial accounting for the funds expended by DEVELOPER and reimbursed by TOWN on the project. Such financial accounting shall be submitted to TOWN within thirty (30) calendar days after completion of the project and receipt of DEVELOPER's final payment for the grant.
- 4.8 DEVELOPER shall submit to the TOWN on an annual basis a pro forma and a tenant income verification form for each property acquired by the DEVELOPER utilizing NSP funding.

## **ARTICLE V - AUDIT REQUIREMENTS**

- 5.1 DEVELOPER agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- 5.2 These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by DEPARTMENT and/or TOWN. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- 5.3 DEVELOPER shall provide DEPARTMENT and/or TOWN with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

- 5.4 If DEVELOPER is a State or local government, a non-profit organization, a for-profit organization or a Local Authority as defined in OMB Circular A-133, as revised, and in the event that DEVELOPER expends \$500,000 or more in Federal awards in its fiscal year, DEVELOPER must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Appendix F to this Agreement shows the Federal resources awarded through DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, DEVELOPER shall consider all sources of Federal awards, including Federal resources received from DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of DEVELOPER conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Article, DEVELOPER shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If DEVELOPER expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that DEVELOPER expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

- 5.5 DEVELOPER shall send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Article 5.4 above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the TOWN to:

TOWN at the following address:

Town of Davie  
Office of Housing and Community Development  
4700 SW 64th Avenue  
Davie, Florida 33314

Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

DEVELOPER shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised

- 5.6 Pursuant to Section .320 (f), OMB Circular A-133, as revised, DEVELOPER shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEPARTMENT at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

- 5.7 By the date due, DEVELOPER shall send any reports, management letter, or other information required to be submitted to DEPARTMENT and TOWN pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 5.8 DEVELOPER shall state the date that the reporting package was delivered to DEVELOPER when submitting financial reporting packages to DEPARTMENT and TOWN for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

- 5.9 If the audit shows that all or any portion of the funds disbursed by DEVELOPER were not spent in accordance with the conditions of this Agreement, DEVELOPER shall be held liable for reimbursement to TOWN of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after TOWN has notified DEVELOPER of such non-compliance.
- 5.10 DEVELOPER shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by DEPARTMENT and TOWN no later than nine months from the end of DEVELOPER's fiscal year.

#### **ARTICLE VI MONITORING**

DEVELOPER shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each strategy, activity, and use included in Appendix F to this Agreement, and reported in the monthly report.

In addition to reviews of audits conducted in accordance with Article (5), above, monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff or TOWN staff, limited scope audits, and/or other procedures. DEVELOPER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEPARTMENT and/or TOWN. In the event that DEPARTMENT and/or TOWN determines that a limited scope audit of DEVELOPER is appropriate, DEVELOPER agrees to comply with any additional instructions provided by DEPARTMENT and/or TOWN to DEVELOPER regarding such audit. DEVELOPER further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEPARTMENT and/or TOWN will monitor the performance and financial management by DEVELOPER throughout the contract term to ensure timely completion of all tasks.

#### **ARTICLE VII – AGREEMENT PERIOD AND TERMINATION**

##### **7.1 Period of Agreement**

This Agreement shall take effect upon execution by both parties, and shall end upon termination of the Agreement between TOWN and DEPARTMENT for NSP Program Contract #10DB-4X-11-16-02-F08, unless terminated earlier in accordance with the provisions of Paragraph (7.2) below.

## 7.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:

- A. If DEVELOPER should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 85.43 and in accordance with 24 CFR 85.44. In the event that funds are not provided to TOWN by DEPARTMENT, then TOWN may terminate this Agreement immediately.
- B. Remedies for Non-compliance: If DEVELOPER materially fails to comply with any term of an award whether stated in a Federal Statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TOWN may take one (1) or more of the following actions as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by DEVELOPER.
  - 2. Disallow (that is to deny both use of funds and matching credit) all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for DEVELOPER's program.
  - 4. Withhold further awards for the Program.
  - 5. Take other remedies that may be legally available
- C. Hearings Appeals: In taking an enforcement action, TOWN will provide DEVELOPER an opportunity for such hearing appeal or other administrative proceeding to which TOWN or DEVELOPER is entitled to under any statute or regulation applicable to the action involved.
- D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by DEVELOPER clearing a suspension after termination of an award are not allowable unless the awarding agency expressly authorizes them in the nature of suspension or termination or subsequently. Other DEVELOPER costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
  - 1. The costs result from obligations which were properly incurred by DEVELOPER before the effective date of suspension or termination are not in anticipation of it and in case of termination are non-cancelable; and
  - 2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section, including suspension and termination, do not



preclude DEVELOPER from being subject to “Debarment and Suspension” under Executive Order 12549 (see 24 CFR 85.35).

- F. Termination for Convenience: Except as provided above, awards may be terminated in whole or in part only as follows:
1. By TOWN with the consent of DEVELOPER, in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
  2. By DEVELOPER, upon written notification to TOWN setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. If, in the case of a partial termination, TOWN determines that the remaining portion of the award will not accomplish the purposes for which the award was made, TOWN may terminate the award in its entirety.
- 7.3 TOWN may issue a Stop Work Order to DEVELOPER which will halt all work on the project in the event that the work is not being done according to Federal guidelines and regulations, the assurances contained herein, or the provisions of this Agreement.
- 7.4 TOWN reserves the right to terminate this contract upon written notification to DEVELOPER under any of the following conditions:
- a. Notification by DEPARTMENT to TOWN that said project is ineligible because of project location, services provided, or any other reason cited by DEPARTMENT;
  - b. Notification by DEPARTMENT to TOWN that said project is deficient and that continued support of the project is not providing an adequate level of services to low and moderate income households; or
  - c. Written notification from DEPARTMENT to TOWN that the program funds made available to TOWN are being curtailed, withdrawn, or otherwise restricted.
- 7.5 TOWN reserves the right to terminate this Agreement or to reduce the Agreement compensation amount if DEVELOPER:
- a. Fails to file required reports or to meet project progress or completion deadlines;
  - b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.44 or 24 CFR 84.60);

- c. Expends funds under this Agreement for ineligible activities, services or items;
  - d. Implements the project prior to notification from TOWN that the federal environmental review process has been completed;
  - e. Violates Labor Standards requirements;
  - f. Fails to comply with written notice from TOWN of substandard performance under the terms of this Agreement; or
  - g. Utilizes NSP funds to assist any of DEVELOPER'S Owners or Board of Directors relatives.
- 7.6 DEVELOPER's obligation to TOWN shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to TOWN), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that DEVELOPER has control over Neighborhood Stabilization Program CDBG funds, including program income.

#### **ARTICLE VIII – INDEMNIFICATION**

- 8.1 DEVELOPER, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or intentional tortious acts which result in claims or lawsuits against TOWN, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Developer to which sovereign immunity applies. Nothing herein shall be construed as consent by TOWN, a state agency or a subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- 8.2 Unless DEVELOPER is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., DEVELOPER is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEPARTMENT and TOWN harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, DEVELOPER agrees that it is not an employee or agent of DEPARTMENT and/or TOWN, but is an independent contractor.

#### **ARTICLE IX – PROCEDURES FOR INVOICING AND PAYMENT**

- 9.1 DEVELOPER shall invoice TOWN on the following basis:

DEVELOPER shall provide TOWN with an executed original of any contracts, documents or subcontracts authorizing the work to be done on the project(s).

1. If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this Agreement and any contract shall be in accordance with TOWN, State, and Federal guidelines and regulations. A list of all subcontractors shall be provided to TOWN. This in no way relieves DEVELOPER from any other requirements of this Agreement. Reimbursement requests shall include the certification included in Appendix I, Invoice Sheet, in the absence of canceled checks for verification.
2. None of the work or services, including but not limited to, the purchase of housing units and/or the rehabilitation work activities covered by this Agreement, shall be subcontracted or reimbursed without the prior written notice to TOWN.
3. All purchase of housing units and rehabilitation work activities shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by 24 CFR 85.36 – Common Rule “Procurement Standards”, and included in 24 CFR 84.40-47.
  - a. DEVELOPER shall provide TOWN with project budget information, including, but not limited to, pro forma and cash flow information for each housing unit acquired.
  - b. TOWN agrees to make payment and reimburse all budgeted costs available under Federal, State, and TOWN guidelines.
  - c. Requests by DEVELOPER for payment shall be accompanied by proper documentation and shall be submitted to TOWN for approval no later than thirty (30) days after the last date covered by the request.
  - d. As applicable, TOWN will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
  - e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by TOWN later than thirty (30) days after expiration date of this Agreement.
  - f. TOWN may withhold payment of reimbursement requests if monthly reports are not current.

- 9.2 Upon receiving the invoices, reports and other materials, TOWN shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

- 9.3 Upon determination by TOWN that the services or material invoiced have been received or completed, TOWN shall authorize payment to DEVELOPER in the amount it determines pursuant to the audit to be payable.

## **ARTICLE X - SUBCONTRACTS**

If DEVELOPER subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to TOWN for review and approval before it is executed by DEVELOPER. DEVELOPER agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold DEPARTMENT, TOWN and DEVELOPER harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. DEVELOPER shall document in the monthly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, DEVELOPER shall provide a written statement to TOWN as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

## **ARTICLE XI – IMPLEMENTATION AND TIMETABLE**

- 11.1 The parties expressly ratify the activities relating to this Agreement and adopt the terms and conditions of this Agreement for all such activities beginning upon the execution of this Agreement by both parties. DEVELOPER herein attests and certifies to TOWN that upon the execution of this Agreement by both parties, the effective date of this Agreement, DEVELOPER will have all insurance coverage and limits as set forth by this Agreement.
- 11.2 DEVELOPER agrees to implement the project(s) and comply with the Scope of Services set forth in Appendix A and Timetable set forth in Appendix N.

## **ARTICLE XII – OTHER PROVISIONS**

- 12.1 Equal Employment Opportunity

The following provisions “a” and “b” are applicable to all contracts and subcontracts; provisions “c” through “g” are applicable to all non-exempt construction contracts and subcontracts which exceed \$10,000;

During the performance of this contract, DEVELOPER agrees as follows:

- a. DEVELOPER shall not discriminate against any applicant for purchase of housing units or applicant for employment because of race, color, creed, religion, sex, sexual preference, age, handicap, disability, ancestry,

national origin, marital status, familial status, or any other basis prohibited by applicable law. DEVELOPER shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, sexual preference, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of his nondiscrimination clause.

- b. DEVELOPER will, in all solicitations or advertisement for applicants to qualify for purchase of housing units, or employees placed by or on behalf of DEVELOPER, state that all qualified applicants will receive consideration for qualification or employment without regard to race, color, creed, religion, sex, sexual preference, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. DEVELOPER will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of DEVELOPER commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. DEVELOPER will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at TOWN, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. DEVELOPER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DEPARTMENT, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of DEVELOPER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and DEVELOPER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

- g. DEVELOPER will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. DEVELOPER will take such action with respect to any subcontract or purchase order as DEPARTMENT or HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a DEVELOPER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by DCA or HUD, DEVELOPER may request the United States to enter into such litigation to protect the interests of the United States.

## 12.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with TOWN policy and all requirements imposed by or pursuant to the Regulations of HUD (24CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, sexual preference, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds.

### Specific (not exclusive) Discrimination Actions Prohibited:

DEVELOPER may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex, sexual preference, or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

#### 12.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises

DEVELOPER will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of low income persons. When DEVELOPER utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If DEVELOPER solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

#### 12.4 Nondiscrimination in Federally-Assisted Programs

DEVELOPER will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with TOWN policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color creed, religion, sex, sexual preference, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. DEVELOPER will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

## 12.5 Labor Standards

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, DEVELOPER and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, DEVELOPER is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and DEVELOPER shall comply with all regulations issued pursuant these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve DEVELOPER of its obligation, if any, to require payment of the higher rates.

## 12.6 Flood Disaster Protection

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

## 12.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000)

DEVELOPER shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

## 12.8 Provision of the Hatch Act

Neither DEVELOPER'S program, nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

## 12.9 Lead Based Paint



Any grants or loans made by DEVELOPER for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. DEVELOPER will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead based paint. Such notification shall point out the hazards of lead based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead based paint poisoning.

#### 12.10 Special Assessments

DEVELOPER will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

#### 12.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

DEVELOPER will comply with the ‘TOWN OF DAVIE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE POLICY UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.’ DEVELOPER will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix F, DEVELOPER will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. DEVELOPER shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the

implementing regulations at 49 CFR 24 and 24 CFR 570.606. DEVELOPER hereby agrees to defend, to pay, and to indemnify TOWN from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

#### 12.12 Lobbying Restrictions

(a) No funds or other resources received from DEPARTMENT under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) DEVELOPER certifies by its signature to this Agreement that, to the best of its knowledge and belief:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of DEVELOPER, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".
- 3) DEVELOPER shall require that this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 12.13 Americans With Disabilities Act

DEVELOPER agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by

public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

#### 12.14 Convicted Vendor List

A. A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

B. Any DEVELOPER which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

C. If DEVELOPER is unable to certify to any of the statements in this certification, then DEVELOPER shall attach an explanation to this Agreement.

In addition, DEVELOPER shall send to TOWN (by email – Giovanni\_Moss@davie-fl.gov by facsimile transmission (954) 797 - 2058) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Appendix D) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by TOWN before DEVELOPER enters into a contract with any subcontractor.

#### 12.15 Legislative Appropriation

TOWN’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

#### 12.16 Submission of Bills

- A All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- B Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.
- C TOWN reserves the right to unilaterally cancel this Agreement if DEVELOPER refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which DEVELOPER created or received under this Agreement.

#### 12.17 Interest Income

Any interest income received by the DEVELOPER above the amount allowed the DEVELOPER by DEPARTMENT shall either be returned to TOWN for return to DEPARTMENT or be returned to TOWN to be applied against DEPARTMENT’s obligation to pay the contract amount.

#### 12.18 Employment of Unauthorized Alien Workers

DEVELOPER will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by DEVELOPER of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by DEPARTMENT.

#### 12.19 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by DCA or HUD to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12.21 Provision Requiring DEVELOPER to maintain Internet Access

DEVELOPER shall ensure Internet access, including email, for the duration of the Agreement, including any time extensions.

12.22 Provision Requiring Annual Fair Housing Activity

If required, DEVELOPER shall annually undertake an activity to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4). "Annually" shall be defined as an activity for each year or one-third thereof from the effective date of the Agreement to the date of submission of the administrative closeout package to DEPARTMENT.

12.23 Mortgage Default Disclosure

DEVELOPER warrants and assures that it has not defaulted on a mortgage or had a mortgage foreclosed during the five years preceding the date of execution of this Agreement.

12.24 Unresolved Findings Disclosure

DEVELOPER warrants and assures that it does not have any unresolved findings that were raised as a result of any DEPARTMENT or HUD audit, management review, or other government investigation concerning the entity, its developments, or contracts

12.25 Previous Breach of Agreement

DEVELOPER warrants and assures that it has not nor has it been in breach of any agreement relating to construction, rehabilitation, use, operation, management, or disposition of real property, or had payments suspended or terminated under any state or federal assistance contract.

## **ARTICLE XIII - NOTICES**

- 13.1 DEVELOPER and TOWN agree that all notices required by this Agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of DEVELOPER or TOWN as specified herein.

TOWN:

Giovanni Moss  
Officer  
Community Development Director  
Lauderdale  
4700 Davie Rd., Suite D.  
Davie, FL 33314

DEVELOPER:

Eric L. Haynes, Chief Executive  
Inner Urban Asset Management of Ft.  
6740 W. Commercial Blvd.  
Lauderhill, FL 33319

#### **ARTICLE XIV – MODIFICATION**

- 14.1 Any program modification requested by DEVELOPER must be requested at least ninety (90) days prior to the end of the term of the Agreement between DEPARTMENT and TOWN. No modification to this Agreement shall be binding on either party unless in writing and signed by both parties.
- 14.2 DEVELOPER shall be notified in writing in advance of any modification, amendment, or alteration to the funding allocation being considered by the TOWN Council. The approval of any modification, amendment, or alteration by the TOWN Council to the funding allocation shall constitute an official amendment to this Agreement.
- 14.3 TOWN may, at its discretion and upon provision of proper notice to DEVELOPER, amend this Agreement to conform with changes in Federal, State, and/or TOWN guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement.

#### **ARTICLE XV – ASSURANCES**

- 15.1 DEVELOPER agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.
- 15.2 DEVELOPER agrees that it will comply with the following assurances:
- a. DEVELOPER agrees to comply with all applicable Federal, State, and TOWN laws, ordinances, codes and regulations. Any conflict or

inconsistency between the above Federal, State or TOWN guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

- b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which DEVELOPER receives Federal financial assistance.
- c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of \$25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of TOWN'S participation in the CDBG Program. Any transfer of the property or structure shall also be bound.
- d. If applicable, DEVELOPER shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
- e. DEVELOPER shall establish safeguards to prohibit employees or members of their board from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, DEVELOPER shall disclose such situations to TOWN and TOWN Attorney's Office for review.
- f. DEVELOPER agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between DEPARTMENT and TOWN and such other rules, regulations or requirements as DEPARTMENT may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Action of 1988, DEVELOPER certifies that it has a policy designed to ensure that DEVELOPER'S workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list."

## **ARTICLE XVI – FINANCIAL RESPONSIBILITY**

- 16.1 DEVELOPER gives TOWN, DEPARTMENT, HUD, the State Chief Financial Officer, and the State Auditor General and any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Neighborhood Stabilization Program.
- 16.2 DEVELOPER agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this Agreement. In accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", all DEVELOPERS who expend \$500,000.00 or more in total Federal financial assistance within a year must obtain an independent audit.
- 16.3 DEVELOPER further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this Agreement.
- 16.4 Any funds expended in violation of this Agreement shall be refunded in full from non-federal resources.
- 16.5 Funding authorization through the Community Development Block Grant Neighborhood Stabilization Program shall be used only for eligible activities specifically outlined in this Agreement. In the event material progress is not evidenced nor commenced within the time limitations of this Agreement, as determined by TOWN, TOWN may terminate this Agreement pursuant to the terms of Paragraph 7.2.
- 16.6 All funds not expended as a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by TOWN at its discretion for reallocation to other eligible CDBG-NSP activities.
- 16.7 If required by DEPARTMENT, income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to TOWN.
- 16.8 TOWN shall have the right to audit and monitor any Program Income as defined at 24 CFR 570.500 as a result of a Community Development Block Grant – Neighborhood Stabilization Program activity.
- 16.9 Program Income (defined at 24 CFR 570.500) derived from utilizing NSP funds, if any, shall revert to TOWN and will be returned to DEPARTMENT for use in the Community Development Block Grant – Neighborhood Stabilization Program. If DEVELOPER executes an Assignment of Proceeds and Grant of Lien to TOWN specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this Agreement.



## **ARTICLE XVII – EVALUATION AND MONITORING**

- 17.1 DEVELOPER agrees that TOWN may carry out periodic monitoring and evaluation activities as determined necessary by TOWN. This Agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. DEVELOPER agrees to furnish upon request to TOWN or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by TOWN. DEVELOPER shall submit, upon the request of TOWN, information and status reports required by TOWN, DEPARTMENT, or HUD on forms approved by TOWN.
- 17.2 A sample monitoring instrument attached as Appendix L contains the minimum monitoring measures to be used by TOWN. Other measures may also be utilized.

## **ARTICLE XVIII - NON-GOVERNMENTAL AGENCIES**

- 18.1 Non-Governmental DEVELOPERS shall comply with the requirements and standards of OMB Circular A-122, “Cost Principles for Non-Profit Organizations”; and with the 24 CFR Part 84, “Grants and Agreements with Institutions and Other Non-Profit Organizations”, Subparts A through E and Appendix A of Part 84, especially:
- a. Section 84.2, “Definitions”;
  - b. Section 84.4, “Deviations”;
  - c. Section 84.21, “Standards for Financial Management Systems”;
  - d. Section 84.22, “Payment”;
  - e. Section 84.24, “Program Income”;
  - f. Section 84.27, “Allowable Cost”;
  - g. Section 84.32, “Real Property”;
  - h. Section 84.34, “Equipment”;
  - i. Section 84.35, “Supplies and Other Expendable Property”;
  - j. Procurement Standards, especially
    - (1) Section 84.42, “Codes of Conduct”;
    - (2) Section 84.43, “Competition”;
    - (3) Section 84.44, “Procurement Procedures”;
    - (4) Section 84.46, “Procurement Records”;
  - k. Section 84.51, “Monitoring and Reporting Program Performance”;
  - l. Sections 84.60 – 84.62, “Termination and Enforcement”.

## **ARTICLE XIX – CONFLICT OF INTEREST**

- 19.1 In the procurement of services by DEVELOPER, the Conflict of Interest provision in 24 CFR 85.36 & 24 CFR 570.489(g) shall be adhered to as applicable
- 19.2 Conflicts of interest relating to acquisition or disposition of real property; NSP financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR. 570.489(h).

## **ARTICLE XX – OTHER FEDERAL REQUIREMENTS**

- 20.1 DEVELOPER shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:
- Public Law 88.352 – Title VI of the Civil Rights Act of 1964
  - Public Law 90.284 – Title VIII of the Civil Rights Act of 1988
  - Executive Order 11063 as amended by Executive Order 12259
  - Section 109 of the Act
  - Labor Standards
  - National Flood Insurance Program
  - Relocation and Acquisition
  - Employment and Contracting Opportunities
  - Executive Order 11246 (41 CFR Chapter 60)
  - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
  - Lead-Based Paint
  - Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
  - Displacement
  - Conditions for Religious Organizations
  - Non-Discrimination Base on Handicap
  - Section 504 of the Rehabilitation Act of 1973
  - Architectural Barriers Act of 1963
  - Environmental Protection Agency Regulations

## **ARTICLE XXI – GENERAL PROVISIONS**

- 21.1 DEVELOPER agrees to abide by the provision of Chapter 945.0311, Florida Statutes, pertaining to Nepotism in their performance under this Agreement. DEVELOPER also agrees to abide by Chapter 119, Records of the Florida Statutes, and its successors.
- 21.2 If applicable, DEVELOPER agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.

- 21.3 If applicable, DEVELOPER attests that TOWN's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this Agreement.
- 21.4 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.
- 21.5 TOWN and DEVELOPER agree that all activities shall be governed in all respects by the laws of the State of Florida, venue for any legal proceeding shall be in the courts of Broward County, State of Florida.
- 21.6 This document shall be executed in five (5) counterparts, each of which shall be deemed to be an original.
- 21.7 All notices required by this Agreement shall be in writing.
- 21.8 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. DEVELOPER shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. TOWN shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Worker's Compensation Insurance, as DEVELOPER is an independent contractor.
- 21.9 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **ARTICLE XXII – INSURANCE AND BOND**

- 22.1 In accordance with s.768.28 Florida Statutes, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this Agreement.

The undersigned person signing as an officer on behalf of DEVELOPER, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said DEVELOPER and to bind the same to this Agreement, and, further that said DEVELOPER has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF the parties hereto duly execute this Agreement as of the day and year first written above.

ATTEST

TOWN OF DAVIE, FLORIDA  
TOWN COUNCIL

\_\_\_\_\_

\_\_\_\_\_  
Judy Paul, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LLC.

DEVELOPER  
Inner Urban Asset Management of Ft. Lauderdale,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Eric L. Haynes, Chief Executive Officer

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed as to form and legal sufficiency

\_\_\_\_\_  
TOWN Attorney

\_\_\_\_\_  
Date

## **APPENDIX A SCOPE OF SERVICES**

### **OVERVIEW**

The Florida Department of Community Affairs awarded a \$2,316,292 Neighborhood Stabilization Program (NSP) Community Development Block Grant (CDBG) to the Town of Davie.

One million seven hundred fifteen thousand five hundred sixty eight dollars (\$1,715,568), of the \$2,316,292 must be used to acquire and rehabilitate foreclosed homes for sale to individuals and families with incomes that do not exceed one hundred and twenty percent (120%) of area median income and for grant administration. The remaining six hundred thousand seven hundred and twenty four dollars (\$600,724) of the TOWN's NSP funds must be used to provide rental housing for individuals and families whose incomes do not exceed fifty percent (50%) of area median income.

NSP funds must be used to purchase and redevelop abandoned or foreclosed properties for re-sale to income eligible households; offering principal reduction assistance to low-to-moderate-income homebuyers; and for renting to income eligible households.

### **PROJECT REQUIREMENTS**

Inner Urban Asset Management of Ft. Lauderdale, LLC (IUAMFL) is allocated \$600,724 to acquire, rehabilitate, and accept the title to and manage the rental of a minimum of three (3) housing units to households not exceeding 50 percent of area median income. In addition to this funding, Inner Urban Asset Management, LLC. agrees to commit an additional three hundred thousand dollars (300,000) of private equity toward the purchase of the NSP eligible housing units within the Town of Davie. A pro rata portion of the total investment of nine hundred thousand seven hundred and twenty four dollars (\$900,724) will be used toward the purchase of each housing unit that is acquired.

It is agreed to by TOWN and DEVELOPER, the TOWN shall maintain a first mortgage on all properties acquired until the date of satisfaction of the mortgage.

It is understood by all parties that the Town of Davie shall have the authority to determine if a specific property may be acquired as part of the NSP.

In carrying out the project, the Town grant administrator will perform the following programmatic services:

- For each property being acquired, compile required information for a HUD site specific Environmental Review and submit that information to DCA. Track site specific Environmental Review through DCA until approval;

- Research the zoning and land use of each property proposed to be acquired by IUAMFL, and ensure they are compatible with the intended use of the property;
- After IUAMFL completes the due diligence on each property , provide a recommendation to the TOWN on whether or not to proceed with the purchase of each property with NSP funding, such recommendation shall be based on the findings and results of the due diligence;
- Maintain all records relating to the NSP program, including the files created by the Developer;
- Coordinate and participate in all DCA and HUD monitoring visits related to the NSP;
- Respond to all DCA and HUD monitoring reports;
- Respond to citizens complaints;
- Complete all DCA and HUD required NSP reports;
- Schedule and conduct all progress meetings for the NSP;
- Review all IUAMFL program files to insure compliance with NSP requirements;
- Solicit for potential program applicants and provide a list of potential applicants to IUAMFL;
- Solicit for all needed services, including but not limited to appraisers, title companies, environmental engineers/specialists, lead inspectors, termite inspectors, and surveyors;
- Review the applicant list to verify qualification for the NSP and to identify potential conflicts of interest;
- Prepare the program closeout documents;

The specific tasks to be undertaken by Inner Urban Asset Management of Fort Lauderdale, LLC. are:

- Locate housing units within the NSP target areas that are eligible for purchase utilizing NSP funding;
- Negotiate with financial institutions for the purchase of NSP eligible properties that Inner Urban Asset Management of Fort Lauderdale, LLC. is interested in purchasing;

- Ensure that all offers submitted for the purchase of properties contain a property option contract addendum that conditions the offer for purchase, at a minimum, on DCA's acceptance of the HUD site specific Environmental Review for the specified property and provides that the earnest money deposit is refundable if DCA does not accept Environmental Review;
- For each housing unit considered for acquisition with NSP funding, develop a list of property improvements and an estimated cost for each of these improvements that will need to be completed prior to the housing unit being occupied;
- Complete the due diligence on each property, including but not limited to the following:
  - Obtain a property appraisal report to determine the fair market value of the property,
  - Obtain a title search of the property to verify the ownership of the property and ensure that there are no outstanding liens on the property,
  - If deemed necessary by TOWN, obtain a Phase I Environmental Site Assessment for the property to ensure that the property has no history of contamination,
  - Obtain a lead inspection of the property, if the property was constructed prior to 1978.
  - Obtain an asbestos inspection of the property,
  - Obtain a termite inspection of the property to ensure the property has no infestation,
  - Obtain a survey of the property to ensure that the property has no encroachments and that the floor elevations of the structures on the property are all above the required flood plain elevations,
- Review due diligence reports on housing units being considered for acquisition by Inner Urban Asset Management of Ft. Lauderdale, LLC. and reaffirm original recommendation to purchase the units;
- Coordinate the closing and transfer of title from the original mortgage holder to Inner Urban Asset Management of Ft. Lauderdale, LLC.;
- Take title to the NSP housing units that Inner Urban Asset Management of Ft. Lauderdale, LLC. desires to acquire;
- Develop a work write up and price for rehabilitation of each property purchased by Inner Urban Asset Management of Ft. Lauderdale, LLC.;
- Oversee the construction contract award, construction contract signing and construction associated with the rehabilitation of the NSP housing units;
- Maintain the NSP properties acquired by Inner Urban Asset Management of Ft.

Lauderdale, LLC. as affordable rental housing for the minimum amount of time required by DEPARTMENT. The minimum amount of time required by DEPARTMENT shall commence with the date of completion of rehabilitation (if applicable) of the housing unit or from the date of acquisition if no rehabilitation to the housing unit is required.

- Maintaining the properties shall include activating and maintaining all utilities, obtaining and maintaining property owners and liability insurance, collecting rents, keeping the housing units insured, maintaining reserves, performing property maintenance, evicting tenants as necessary, securing and qualifying new tenants as well as physically maintaining the property.
  - To ensure each residential unit purchased under this program remains affordable, Inner Urban Asset Management of Ft. Lauderdale, LLC. shall place a deed restriction in favor of the TOWN, limiting future tenancy to qualified residents, as deemed by the program requirements. The life of the deed restriction shall correspond with the minimum amount of time required by DEPARTMENT that the NSP properties remain affordable. The deed restrictions shall be in a form acceptable to the TOWN Attorney.
- Maintain all records required by the NSP relating to the housing units and applicants that Inner Urban Asset Management of Ft. Lauderdale, LLC. acquires through the NSP and provide a copy to the TOWN grant administrator;
- Participate in all DCA and HUD NSP monitoring visits;
- Provide the TOWN grant administrator with sufficient information relating to the NSP to respond to DCA and HUD monitoring reports;
- Provide the TOWN grant administrator with sufficient information to respond to citizens questions and/or complaints;
- Attend all applicable CDBG NSP progress meetings with the TOWN grant administrator;
- Allow review of NSP IUAMFL project files by representatives of the TOWN grant administrator;
- Identify potential applicants to lease the NSP housing units Inner Urban Asset Management of Ft. Lauderdale, LLC. has acquired and process the applicants for program eligibility;
- Ensure that no potential conflicts of interest exist in the acquisition, rehabilitation or occupancy of the housing units acquired by Inner Urban Asset Management of Ft. Lauderdale, LLC.;



- Submit evidence to the TOWN on an annual basis, as required by DCA that the units remain occupied by qualified tenants, for a period of fifteen years from initial occupancy;
- Provide to the TOWN an annual report of revenues and expenses related to each housing unit, during the time period required by DEPARTMENT on or before an annual calendar date acceptable to DCA;
- Market the property to attract potential tenants; and
- Include annual financial information regarding DEVELOPER's participation in the NSP in its annual audited financial statements and provide copies of those statements to the TOWN grant administrator for each of the fiscal years that DEVELOPER participates in the NSP.

## Appendix “B”

**Town of Davie  
Neighborhood Stabilization Program  
Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.  
(IUAMFL)  
Primary Tasks and Responsible Entity**

Activity	Town of Davie	Fred Fox Enterprises	Inner Urban Asset Management of Ft. Lauderdale
Submission of application to DCA	X		
<b>Program Compliance Monitoring &amp; Reporting:</b>			
Establish required formats for file maintenance and financial tracking		X	
Monitor and evaluate program costs and expenses		X	
Monitor and evaluate program compliance		X	
Prepare required program reports		X	
Submit program reports to DCA	X		
Monitor compliance with federal wage and labor standards		X	
Preparation of all notices		X	
Placement of all newspaper notices	X		
Preparation of DCA contract documents		X	
Submission of contract documents to DCA	X		
Solicit for and select program administrator	X		
Preparation of administrator contracts	X		
Preparation of developer, sub-recipient, and due diligence agreements		X	
Submission of administrator contracts, developer agreements and sub-recipient agreements to DCA for review and approval	X		

Preparation of program contract documents		X	
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**Appendix B (cont.)**  
**Town of Davie**  
**Neighborhood Stabilization Program**  
**Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.**  
**(IUAMFL)**  
**Primary Tasks and Responsible Entity**

Activity	Town of Davie	Fred Fox Enterprises	Inner Urban Asset Management of Ft. Lauderdale,
<b>Program Administration:</b>			
Maintain all records relating to the NSP program	X		
Review all records for compliance with NSP requirements		X	
Coordinate all DCA Monitoring Visits	X		
Participate in all DCA Monitoring Visits		X	
Prepare draft responses to all DCA monitoring reports		X	
Submit responses to monitoring reports to DCA	X		
Prepare drafts of all monthly progress reports required by DCA		X	
Submit all monthly progress reports to DCA	X		
Prepare draft responses to citizens complaints		X	
Respond to citizens complaints	X		
Schedule and coordinate all progress meetings on the NSP	X		
<b>Rental Property Tenant Selection:</b>			
Prepare intake application and other related forms		X	
Prepare solicitation for tenants		X	
Advertise for Qualified Tenants	X		
Provide IUAMFL with list of	X		

respondents			
Rank and qualify respondents			<b>X</b>
Review ranking and verify those selected as tenants meet NSP requirements		<b>X</b>	

**Appendix B (cont.)**  
**Town of Davie**  
**Neighborhood Stabilization Program**  
**Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.**  
**(IUAMFL)**  
**Primary Tasks and Responsible Entity**

<b>Activity</b>	<b>Town of Davie</b>	<b>Fred Fox Enterprises</b>	<b>Inner Urban Asset Management of Ft. Lauderdale</b>
<b>Coordinate Solicitation For and Selection of:</b>			
Prepare solicitation for developers and/or sub-recipients		<b>X</b>	
Prepare solicitation for due diligence providers		<b>X</b>	
Advertise and select program administration consultant	<b>X</b>		
Advertise and select developers	<b>X</b>		
Advertise and select sub-recipients	<b>X</b>		
Advertise and develop pool of contractors	<b>X</b>		
Advertise and select appraisers	<b>X</b>		
Advertise and select title companies	<b>X</b>		
Advertise, rank, and select surveyors	<b>X</b>		
Advertise and select environmental firms to perform Phase I Environmental Site Assessments	<b>X</b>		
Advertise and select firms to perform lead paint testing	<b>X</b>		
Advertise and select firms to perform mold testing	<b>X</b>		

Advertise and select firms to perform asbestos inspections	<b>X</b>		
Advertise and select firms to perform radon gas inspections	<b>X</b>		
Advertise and select firms to perform Chinese drywall inspections	<b>X</b>		
Advertise and select firms to perform termite inspections	<b>X</b>		
Advertise and select firms to conduct Credit Counselors	<b>X</b>		
<b>Request for Funds:</b>			
Preparation of draw requests		<b>X</b>	
Submission of draw requests to DCA	<b>X</b>		

**Appendix B (cont.)**  
**Town of Davie**  
**Neighborhood Stabilization Program**  
**Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.**  
**(IUAMFL) Primary Tasks and Responsible Entity**

<b>Activity</b>	<b>Town of Davie</b>	<b>Fred Fox Enterprises</b>	<b>Inner Urban Asset Management of Ft. Lauderdale</b>
<b>Environmental Review:</b>			
Prepare draft of overall Environmental Review, mail outs, and associated public notices		<b>X</b>	
Publish Environmental Review notices in newspaper	<b>X</b>		
Submit Environmental Review package to DCA for approval	<b>X</b>		
<b>Property Offer and Acceptance:</b>			
IUAMFL, Inc. identifies eligible housing units they are interested in acquiring			<b>X</b>
For each housing unit that is being considered for acquisition with NSP funding, develop a list of property improvements and an estimated cost for each of these improvements that will need to be completed prior to the housing unit being occupied			<b>X</b>

Town authorizes initial acquisition offer be submitted on property	<b>X</b>		
Negotiate with REO for the purchase of NSP eligible properties the IUAMFL, Inc. is interested in acquiring			<b>X</b>
Town authorizes revised offer on property	<b>X</b>		

**Appendix B (cont.)**  
**Town of Davie**  
**Neighborhood Stabilization Program**  
**Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.**  
**(IUAMFL)**  
**Primary Tasks and Responsible Entity**

<b>Activity</b>	<b>Town of Davie</b>	<b>Fred Fox Enterprises</b>	<b>Inner Urban Asset Management of Ft. Lauderdale</b>
<b>Due Diligence:</b>			
Order appraisal			<b>X</b>
Certify from appraisal that contract for purchase is under 99% of appraised value		<b>X</b>	
Ensure property is properly zoned for intended land use		<b>X</b>	
Order title search on the property			<b>X</b>
Review title search to ensure property title is clear		<b>X</b>	
Provide written recommendation concerning need to carry out Phase I Environmental Site Assessment		<b>X</b>	
Order Phase I Environmental Site Assessment, if required			<b>X</b>
Issue written recommendation on		<b>X</b>	

continuing with property acquisition based upon results of Phase I Environmental Site Assessment			
Provide written recommendation concerning need to carry out Lead Inspection		X	
Order Lead Inspection, if required			X
Issue written recommendation on continuing with property acquisition based upon results Lead Inspection report		X	
Order Termite Inspection			X
IUAMFL reaffirms desire to purchase property after due diligence is completed			X
Issue written recommendation on continuing with property acquisition based upon termite inspection report		X	

**Appendix B (cont.)**  
**Town of Davie**  
**Neighborhood Stabilization Program**  
**Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC.**  
**(IUAMFL)**  
**Primary Tasks and Responsible Entity**

Activity	Town of Davie	Fred Fox Enterprises	Inner Urban Asset Management of Ft. Lauderdale
<b>Due Diligence (cont):</b>			
Order Asbestos Inspection, if required			X
Issue written recommendation on continuing with property acquisition based upon asbestos inspection report		X	
Prepare and submit site specific HUD Environmental Review to DCA – track thru approval		X	
Provide recommendation on property purchase based upon due		X	

diligence			
Prepare property acquisition desktop monitoring package for submission to DCA		X	
Submit property acquisition desktop monitoring package to DCA for approval	X		
Obtain DCA approval of acquisition desktop monitoring package	X		
<b>Property Acquisition:</b>			
Coordinate the property closing			X
Issue a check for property closing based on preliminary HUD-1 from closing agent	X		
Record deed restriction on rental property	X		
Record first mortgage on rental property	X		
Take title to the property			X
<b>Property Maintenance During Rehabilitation:</b>			
Coordinate property and building maintenance during rehabilitation			X
Coordinate property security until occupancy			X

### Appendix B (cont.)

#### Town of Davie

#### Neighborhood Stabilization Program

#### Agreement with Inner Urban Asset Management of Ft. Lauderdale, LLC. (IUAMFL)

#### Primary Tasks and Responsible Entity

Activity	Town of Davie	Fred Fox Enterprises	Inner Urban Asset Management of Ft. Lauderdale
<b>Property Rehabilitation:</b>			
Prepare rehabilitation specs, plans and cost estimate			X
Owner sign off on rehabilitation specs & plans			X
Contractor notification of availability of bid package			X
Coordinate bid walk thru			X



Receive bids			<b>X</b>
Recommendation of award			<b>X</b>
Approve rehabilitation award	<b>X</b>		
Award rehabilitation bids			<b>X</b>
Develop rehabilitation contracts			<b>X</b>
Coordinate execution of rehabilitation contracts			<b>X</b>
Execute rehabilitation contracts			<b>X</b>
Approve draw requests			<b>X</b>
Approve final draw			<b>X</b>
Approve final draw requests	<b>X</b>		
<b>Property Management</b>			
Maintain property for a minimum of 15 years			<b>X</b>
Periodically inspect housing units for a minimum of 15 years			<b>X</b>
Carry out client eligibility determination for a minimum of 15 years			<b>X</b>
Annually verify tenant eligibility for a minimum of 15 years			<b>X</b>

## Appendix C

### Program Statutes and Regulations

**By signature of this Agreement, the SUBRECIPIENT hereby certifies that it will comply with the following applicable federal and state requirements:**

#### **Section I: State and Federal Statutes and Regulations**

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570.602;
2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended
6. Treasury Circular 1075 regarding drawdown of NSP funds
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-76, Fla. Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of

- law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800);
  14. Preservation of Archaeological and Historical Data Act of 1966;
  15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
  16. Reservoir Salvage Act;
  17. Safe Drinking Water Act of 1974, as amended;
  18. Endangered Species Act of 1958, as amended;
  19. Executive Order 12898 - Environmental Justice
  20. Executive Order 11988 and 24 CFR Part 55 – Floodplain Management;
  21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et seq.);
  22. Executive Order 11990 - Protection of Wetlands;
  23. Coastal Zone Management Act of 1968, as amended;
  24. Wild and Scenic Rivers Act of 1968, as amended;
  25. Clean Air Act of 1977;
  26. HUD Environmental Standards (24 CFR Part 58);
  27. Farmland Protection Policy Act of 1981;
  28. Clean Water Act of 1977;
  29. Davis – Bacon Wage Rate Act;
  30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
  31. The Wildlife Coordination Act of 1958, as amended;
  32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);
  33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 CFR Part 51, Subpart B;
- 
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
  35. Protection of Historic and Cultural Properties under HUD Programs, 24 CFR Part 59;
  36. Coastal Zone Management Act of 1972, P.L. 92-583;
  37. Architectural and Construction Standards;
  38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
  39. Executive Order 11296, relating to evaluation of flood hazards;
  40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
  41. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
  42. Section 8 Existing Housing Quality Standards, 24 CFR Part 882;
  43. Coastal Barrier Resource Act of 1982;
  44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;
  45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
  46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
  47. Age Discrimination Act of 1975;
  48. Executive Order 12892- Fair Housing
  49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
  50. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8;
  51. Executive Order 11063 - Equal Opportunity in Housing;
  52. Executive Order 11246 - Non-discrimination;

53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
55. Copeland Anti-Kickback Act of 1934;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);
58. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
59. Administrative Requirements for Grants, 24 CFR Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.
61. Title III of Division B of the Housing Recovery and Economic Act of 2008 (HERA), P.L. 110-289.
62. Approved State of Florida 2008 Action Plan Substantial Amendment.
63. Federal Register Notice Numbers 5255-N-01 and 5255-N-02.

## **APPENDIX D**

<b>Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion</b>
---

### **Subcontractor Covered Transactions**

(1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
10DB-4X-11-16-02-F08  
DCA Contract Number

---

Street Address

---

City, State, Zip

---

Date

**APPENDIX E**  
**JUSTIFICATION FOR DEVELOPER'S FEES**

The Developer shall carry out the following Activities:

Activity	Value Per Property	Value for Ten Properties
Coordinate with realtor to locate and inspect NSP eligible properties IUAMFL is interested in acquiring	\$ 500.00	\$ 1,500.00
As the buyer negotiate an offer and acceptance with the seller for each property being acquired	\$ 1,000.00	\$ 3,000.00
Coordinate the preparation of all due diligence reports and make final recommendation to purchase prior to proceeding to closing	\$ 1,500.00	\$ 4,500.00
As buyer, coordinate property closing	\$ 1,000.00	\$ 3,000.00
Prepare rehabilitation work write-up and provide rehabilitation cost	\$ 2,500.00	\$ 7,500.00
Coordinate property rehabilitation	\$ 2,734.66	\$ 8,204.00
Coordinate the payment of all contractor draw requests and sign acceptance at completion of rehabilitation	\$ 1,250.00	\$ 3,750.00
Maintain property from acquisition to initial occupancy	\$ 2,500.00	\$ 7,500.00
Maintain security on property from acquisition to initial occupancy	\$ 500.00	\$ 1,500.00
Rank applicants, verify household income information, assure no conflict of interest exists and qualify potential tenants	\$ 2,500.00	\$ 7,500.00
Maintain set of project files and financial records	\$ 500.00	\$ 1,500.00
Maintain program files on properties and potential tenants	\$ 500.00	\$ 1,500.00
Provide reporting information to Town	\$ 500.00	\$ 1,500.00
Carry out long term rental property compliance	0.00	0.00
<b>Total</b>	<b>\$ 17,484.66</b>	<b>\$ 52,454.00</b>

**APPENDIX F**  
**BUDGET**

DEVELOPER shall adhere to the following budget in carrying out this Agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this Agreement.

<b>BUDGET</b>			
<b>Activity</b>	<b>NSP Funding</b>	<b>Developer's Equity</b>	<b>Total Funding Available</b>
Estimated Purchase and Rehabilitation	\$ 524,546.00	\$ 300,000.00	\$ 824,546.00
Developers Fees (Based upon 3 homes being acquired)*	\$ 52,454.00	0.00	\$ 52,454.00
Estimated Due Diligence	\$ 17,224.00	0.00	\$ 17,224.00
Estimated Maintenance & Insurance for Four Months	\$ 6,500.00	0.00	\$ 6,500.00
<b>TOTAL</b>	<b>\$ 600,724.00</b>	<b>\$ 300,000.00</b>	<b>\$ 900,724.00</b>

\*If the Developer Fee amount reflected in the Budget above exceeds ten percent (10%) of the actual acquisition and rehabilitation costs for acquired and rehabilitated properties, the Developer's Fee shall be reduced so that the total fee paid to the Developer shall not exceed ten percent (10%) of the total amount expended to acquire and rehabilitate the properties.

## **APPENDIX G**

### **DEVELOPER FEES PAYMENT SCHEDULE**

Developer's fee shall be due and payable as follows:

An amount equal to five percent (5%) of the amount of the purchase price paid with NSP funds to the seller for the property being acquired shall be due and payable to DEVELOPER upon the acquisition of each property by DEVELOPER.

An amount equal to ten percent (10%) of the amount of NSP funds paid to the contractor for the rehabilitation of the property shall be due and payable to DEVELOPER when a Certificate of Occupancy has been issued on the rehabilitation of each property and final payment has been made to the contractor.

An amount equal to five percent (5%) of the amount of the purchase price paid with NSP funds to the seller for the property shall be due and payable to DEVELOPER at the time of occupancy of each property by a qualified tenant.

It is understood by both parties that the Town, utilizing NSP funding, will pay a pro rata share of the costs associated with the acquisition and rehabilitation of each property including a pro rata share of all closing costs and recording fees.

It is understood by both parties that the DEVELOPER is responsible for obtaining property insurance, coordinating yard maintenance, providing all utilities, paying all property taxes, and maintaining the acquired housing units; however, the a pro rata share of the cost of all services required for each housing unit, beginning at initial acquisition of the property by DEVELOPER and ending at initial occupancy by a qualified tenant, will be paid by the Town utilizing NSP funding or paid by the DEVELOPER and reimbursed by the Town utilizing NSP funding.

Once a housing unit is initially occupied by a qualified tenant, DEVELOPER shall assume all costs associated with the housing unit including, but not limited to insurance, utilities, overhead and maintenance.

## **Appendix H**

### **ADDENDUMS TO THE DEVELOPER'S AGREEMENT**

It is understood by all parties included in this agreement that the acquisition and the rehabilitation of each property will require a separate addendum to this agreement. Each addendum will be based upon the cost of the property to be acquired or the cost of the rehabilitation of the acquired property. Each addendum will list or identify the actual cost of the acquisition or rehabilitation of the specified property.



## **Appendix I**

Insert Inner Urban Asset Management of Ft. Lauderdale, LLC. Pro-Forma from original proposal here.

**APPENDIXJ**  
**REIMBURSEMENT REQUEST FOR NSP CDBG FUNDS**

**PROJECT NAME:**

**DEVELOPER:**                **Inner Urban Asset Management of Ft. Lauderdale, LLC.**

**CONTRACT TO PURCHASE A FORECLOSED PROPERTY:**                \$ \_\_\_\_\_

**CONTRACT TO REHABILITATE THE ACQUIRED PROPERTY**                \$ \_\_\_\_\_

**INVOICES (attach all relevant invoices relevant and copies of \$ \_\_\_\_\_**  
**disbursed checks)**

**OTHER CONTRACTS (Provide copies of contracts \$ \_\_\_\_\_**  
**Using CDBG funds)**

**REIMBURSEMENT REQUEST TOTAL**                \$ \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**FOR CDBG TOWN STAFF USE ONLY**

\_\_\_\_\_  
**Reviewed by Project Leader Date/Signature**

\_\_\_\_\_  
**Fiscal Review and Adjustment(s) Date/Signature**

**Notes:**

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**APPENDIX K  
INVOICE SHEET**

**To: Town of Davie Housing and Community Development Department**

**From: Inner Urban Asset Management of Ft. Lauderdale, LLC.**

**Paid Invoices (period covered) from \_\_\_\_\_ To \_\_\_\_\_**

<b>List Each Invoice</b>	<b>Check Number</b>	<b>Vendor Names</b>	<b>Project Total on Invoice</b>
<b>TOTAL</b>			

IN-KIND CONTRIBUTIONS (report if applicable): Contributions used in completion of project using other than CDBG funds (e.g., labor, materials, financial contributions, etc.)

<b>Item(s) or Service(s)</b>	<b>Value</b>

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

\_\_\_\_\_/\_\_\_\_\_  
Signature and Title Date

Special Note: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE

Page # \_\_\_\_ of \_\_\_\_

**APPENDIX L**  
**MONTHLY STATUS REPORT**

**DEVELOPER:**        **Inner Urban Asset Management of Ft. Lauderdale, LLC.**

**PROJECT:**

**DATE:**

\_\_\_\_\_ **Report Period** \_\_\_\_\_ **Thru** \_\_\_\_\_  
**Signature**

<b>Activity</b>	<b>Estimated Start Date</b>	<b>Actual Start Date</b>	<b>Estimated Completion Date</b>	<b>Actual Completion Date</b>

Attach narrative documentation for all activities, if applicable.

(Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services).

**PROJECT GOALS FOR NEXT REPORTING PERIOD:**

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**APPENDIX M**  
**SAMPLE MONITORING INSTRUMENT**

<b>GENERAL ITEMS</b>			
1. Are the following documents available (for Non-Profit Organizations):	<b>Yes</b>	<b>No</b>	<b>N/A</b>
a. Articles of Incorporation?			
b. Roster of Board of Directors?			
c. Board Minutes?			
d. Organizational Chart (names of persons in key positions?)			
e. Copy of 501(c)(3) Federal tax exempt letter?			
f. Internal Revenue Service Form 941?			
<b>Performance Review</b>			
2. Is there a copy of the contract for professional services?			
3. Are there copies of all plans and specifications?			
4. Is there a copy of the Davis Bacon Wage Determination?			
5. Is there verification of the bid opening?			
6. Is there documentation of the pre-construction conference?			
7. Are all monthly reports current?			
8. Have any requests for Budget changes been properly document/filed?			
9. Have all invoices submitted contained in the required documentation/backup?			
10. Are partial payment requests verified by site inspections?			
11. Are "Change Orders" properly documented and processed?			
12. Have all payroll requests been verified/adjusted properly?			
13. Is there a final inspection report preceding final payment?			
14. Have any/all liens against the contractor been released?			

**APPENDIX N**  
**REPORTS REQUIRED BY DCA FOR THE NSP PROGRAM**

The following reports must be completed and submitted to DEPARTMENT by TOWN in the time frame indicated. Failure of TOWN to timely file these reports constitutes an event of default, in the NSP Agreement between DEPARTMENT and TOWN.

1. The Contractual Obligation and MBE Report must be submitted to DEPARTMENT by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate “no activity”.
2. A Monthly Progress Report must be submitted to DEPARTMENT fifteen (15) days after the end of the month on the report form provided by DEPARTMENT. The report is due on the 15<sup>th</sup> of the following month.
3. The Administrative Closeout Package must be submitted to DEPARTMENT forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should TOWN meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to DEPARTMENT no later than nine (9) months from the end of the Recipient’s fiscal year.
5. The Section 3 Summary Report must be completed and submitted to DEPARTMENT by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

## **APPENDIX O TIMETABLE**

The work items and time line that would be utilized to carry out the Town of Davie's Neighborhood Stabilization Project (NSP) are as follows:

<b><u>WORK ITEM</u></b>	<b><u>DATE OF COMPLETION</u></b>
1. The Town selects an administrator for the project.	Complete
2. The Administrator develops a draft of the Town's NSP application for review by Town staff.	Complete
3. The Town reviews and finalizes the NSP application and submits the application to DCA for review and approval.	Complete
4. The Town submits the administrative desktop monitoring package and administrative contract to DCA for approval. 2009	September
5. The Administrator develops a draft solicitation package for non-profit organization that have shown an interest in becoming partners in the Town's NSP program.	Complete
6. The Administrator begins Phase 1 of the CDBG Environmental Review process. 2009	Complete
7. The Town solicits for non-profit organizations who wish to become the Town's partners in the NSP program.	Complete
8. DCA approves the desktop monitoring solicitation package and the contract for the NSP project administrator.	March 2010
9. The Town receives the unexecuted NSP contract from DCA.	Complete
10. The Town returns the NSP contract package, including attachments to DCA.	Complete
11. The Town receives executed NSP contract from DCA.	Complete
12. Phase I of the Environmental Review process is completed.	Complete
13. The Town obtains the Release of Funds from DCA.	Complete
14. The Town selects the Inner Urban Asset Management	

of Ft. Lauderdale (IUAMFL) as an NSP partner.	Complete
15. The Town, along with the IUAMFL, finalize the activities to be carried out with the NSP program funding.	Complete
16. The IUAMFL develops a list of qualified properties.	March 2010
17. The IUAMFL Developer's Agreement is finalized and sent to DCA for review and approval.	March 2010
18. The Town solicits for and selects a pool of qualified Contractors to be utilized for rehabilitation of housing units if required.	Ongoing
19. DCA approves IUAMFL Developer's Agreement.	March 2010
20. The Town enters into Developer's Agreement with IUAMFL to carry out the program.	March 2010
21. The IUAMFL submits a list of qualified properties they are interested in acquiring to the Town.	April 2010
22. Option contracts on properties are negotiated.	April 2010
23. Due diligence is conducted on the properties.	May 2010
24. Eligible properties are purchased.	June 2010
25. Work write-ups for property rehabilitation are developed and contractors are secured.	July 2010
26. Rehabilitation contracts are signed, construction commences.	August 2010
27. Families to lease properties are selected 2010	September
28. The rehabilitation of the units is completed; housing units are occupied	October 2010
29. The administrator prepares the close-out documents and the Town reviews and submits the close out package to the state.	December 2010





# **Neighborhood Stabilization Program Rental Housing Services Activity**

## **SCOPE OF WORK**

### **NSPLI Rental Strategy**

The specific tasks to be undertaken by Inner Urban Asset Management of Ft. Lauderdale, LLC in carrying out the NSPLI Rental Strategy:

- Provide the Town and Town grant administrator with a list of NSP eligible housing units (foreclosed housing units owned by a financial institution) that Inner Urban Asset Management is aware of and is interested in obtaining;
- From the list of eligible properties provided by the Town, Town's grant administrator and other reliable listings and sources, identify which eligible housing units Inner Urban Asset Management is interested in purchasing and rehabilitating as part of the CDBG NSPLI;
- After due diligence has been completed, inspect housing units being considered for acquisition by Inner Urban Asset Management and reaffirm original recommendation to purchase the units;
- Take title to the NSP housing units that Inner Urban Asset Management desires to acquire;
- Maintain the NSP properties acquired by Inner Urban Asset Management as affordable rental housing for the minimum amount of time required by DEPARTMENT. The minimum amount of time required by the DEPARTMENT shall commence with the date of completion of rehabilitation (if applicable) of the housing unit or from the date of acquisition if no rehabilitation to the housing unit is required.
  - Maintaining the properties shall include activating and maintaining all utilities, obtaining and maintaining property owners and liability insurance, collecting rents, keeping the housing units insured, maintaining reserves, performing property maintenance, evicting tenants as necessary, securing and qualifying new tenants as well as physically maintaining the property.
  - To ensure each residential unit purchased under this program remains affordable, Inner Urban Asset Management shall place a deed restriction in favor of the Town, limiting future tenancy to qualified residents, as deemed by the program requirements. The life of the deed restriction shall

correspond with the minimum amount of time required by DEPARTMENT that the NSP properties remain affordable. The deed restrictions shall be in a form acceptable to the Town Attorney.

- Maintain all records required by the NSP relating to the housing units and applicants that Inner Urban Asset Management acquires through the NSP and provide a copy to the Town grant administrator;
- Participate in all DCA and HUD NSP monitoring visits;
- Oversee rehabilitation work;
- Provide the Town grant administrator with sufficient information relating to the NSP to respond to DCA and HUD monitoring reports;
- Provide the Town grant administrator with sufficient information to respond to citizens questions and/or complaints;
- Attend all applicable CDBG NSP progress meetings with the Town grant administrator;
- Allow review of project files by representatives of the Town grant administrator;
- Identify potential applicants to lease the NSP housing units Inner Urban Asset Management has acquired and process the applicants for program eligibility;
- Submit evidence to the Town on an annual basis that the units remain occupied by qualified tenants;
- Provide to the Town an annual report of revenues and expenses related to each housing unit;
- Market the property to attract potential tenants; and
- Include annual financial information regarding DEVELOPER's participation in the NSP in its annual audited financial statements and provide copies of those statements to the Town grant administrator for each of the fiscal years that DEVELOPER participates in the NSP.